
\$4,000,000.

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**The Canadian Northern
Railway**

Equipment Trust

Series F-1, 1913.

GIRARD TRUST COMPANY, Trustee.

Dated March 1, 1913.

385.41

C 164 eq

Agreement made this first day of March, 1913, between **The Imperial Rolling Stock Company, Limited**, a corporation of the Province of Ontario, Dominion of Canada, hereinafter called the Car Company, party of the first part, **Girard Trust Company**, a corporation of the State of Pennsylvania, hereinafter called the Trustee, party of the second part, and **The Canadian Northern Railway Company**, a corporation of the Dominion of Canada, hereinafter called the Railway Company, party of the third part.

Whereas, by Indenture of Lease, bearing date the first day of March, 1913, of which a copy is hereto annexed, the Car Company did lease to the Railway Company certain railroad equipment and rolling stock, therein particularly described, for a certain term and rental in said Indenture of Lease particularly described;

And whereas subscriptions have been secured to the amount of four million dollars (\$4,000,000) to a fund to be known as "The Canadian Northern Railway Equipment Trust, Series F-1, 1913," which said fund is to be applied by the Car Company, in part payment of the purchase price of the railroad equipment and rolling stock particularly mentioned in said Indenture of Lease, said equipment and rolling stock to cost approximately \$5,333,606;

And whereas the Car Company proposes to secure to the parties subscribing to said fund of four million dollars (\$4,000,000) the repayment thereof in nineteen semi-annual installments, as follows:

March 1st, 1914.....	\$210,000
September 1st, 1914.....	210,000
March 1st, 1915.....	210,000
September 1st, 1915.....	210,000
March 1st, 1916.....	210,000
September 1st, 1916.....	210,000
March 1st, 1917.....	210,000

56520

September 1st, 1917.....	210,000
March 1st, 1918.....	210,000
September 1st, 1918.....	210,000
March 1st, 1919.....	210,000
September 1st, 1919.....	210,000
March 1st, 1920.....	210,000
September 1st, 1920.....	210,000
March 1st, 1921.....	210,000
September 1st, 1921.....	210,000
March 1st, 1922.....	210,000
September 1st, 1922.....	210,000
March 1st, 1923.....	220,000
	<hr/>
	\$4,000,000

with dividends meanwhile from the first day of March, 1913, at the rate of four and one-half per cent ($4\frac{1}{2}\%$) per annum, payable semi-annually on the first day of September and the first day of March in each year, as hereinafter set forth, and to cause to be issued to the subscribers to said fund, certificates in the form hereinafter set forth;

And whereas, the Boards of Directors of the Car Company and of the Railway Company at duly convened meetings held February 24th, 1913, approved this agreement and authorized the execution of the same by their proper officers as and for their act and deed;

Now therefore this agreement witnesseth:

First: The Car Company hereby assigns and sets over unto Girard Trust Company, as Trustee, for the holders of the certificates hereinafter described, said Indenture of Lease, and all the right, title and interest of the Car Company, in and to said railroad equipment and rolling stock,

leased as aforesaid unto the Railway Company, as well as all the claims, demands, rights and remedies of the Car Company, accruing or to accrue under the lease aforesaid, and to the deferred rentals aggregating four million dollars (\$4,000,000); but reserving the cash payment of one million three hundred thirty-three thousand six hundred and six dollars (\$1,333,606) due on demand on or after March 1st, 1913, which is to be paid to the Car Company and used by it in part payment for said equipment and rolling stock.

Second: The Trustee covenants and agrees that it will, from time to time, execute and deliver to the several subscribers of the Canadian Northern Railway Equipment Trust, Series F-1, 1913, certificates to a principal amount equal to seventy-five per centum of the actual cost of said railway equipment and rolling stock actually delivered to the Car Company, and by it to the Railway Company under said lease, upon there being first filed with the Trustee by the Car Company affidavits made by its President or Vice-President, and its Secretary or Assistant Secretary, setting forth in detail the actual cost price of the equipment and rolling stock delivered to the Railway Company under said lease, and of certificates from said officers of the Car Company stating that the Trustee's title to said railway equipment and rolling stock is perfect and unencumbered; which affidavits and certificates shall be absolute protection to the Trustee in acting and relying thereon.

The Trustee will also execute and deliver certificates to said subscribers to a principal amount equal to such amount of cash as shall have been deposited with the Trustee, or with the Canadian Bank of Commerce of Toronto, Canada, to the order of the Trustee, as evidenced by a certificate or certificates of said bank delivered to the Trustee, the moneys so deposited with said bank to be held by it to the order of the Trustee.

Upon the delivery to the Railway Company of any of the aforesaid equipment or rolling stock not theretofore deliv-

ered as above provided, accompanied by affidavits and certificates of its cost and title as hereinabove set forth, the Trustee shall pay out, or direct to be paid out, the sums so held on deposit by it, or by said bank, to the Car Company or upon its order to an amount not exceeding seventy-five per centum of the cost of such equipment or rolling stock so delivered. Said equipment and rolling stock shall thereupon become subject to the terms and provisions of said lease.

Any interest allowed by the Trustee or by said bank upon any moneys so deposited shall be paid to the Car Company or upon its order, so long as the Railway Company shall not be in default under said lease or this agreement.

In case the Car Company shall not deliver to the Railway Company said equipment and rolling stock or any thereof for the payment on account of the cost whereof moneys shall have been so deposited with the Trustee or said bank, the Trustee shall at the request of the Railway Company apply said moneys to and on account of the purchase of similar rolling stock and equipment which shall upon delivery to the Railway Company become subject to the terms of said lease; and as to any such equipment and rolling stock, such supplementary lease or leases describing such equipment shall be executed and recorded as the Trustee may require. In case of default under said lease or this agreement on the part of the Railway Company the Trustee shall account, as more particularly set forth in Section Seventh hereof, for any moneys so deposited which shall not have been paid to the Car Company or upon its order, or otherwise applied to the purchase of rolling stock and equipment, as above provided.

The aggregate principal amount of said certificates which shall be executed and delivered by the Trustee hereunder shall not exceed the sum of Four Million Dollars (\$4,000,000.00).

Said certificates to be executed and delivered by the Trustee shall be substantially in the following form, to wit:—

THE CANADIAN NORTHERN RAILWAY
EQUIPMENT TRUST.

Shares \$1000 each.

Series F-1, 1913 Total \$4,000,000.

No. \$1000.

Girard Trust Company, Trustee, of Philadelphia, hereby certifies that the bearer hereof is entitled to one share of one thousand dollars (\$1000) in The Canadian Northern Railway Equipment Trust, Series F-1, 1913, in accordance with the provisions of a certain agreement bearing date the first day of March, 1913, between The Imperial Rolling Stock Company, Limited, of the first part, Girard Trust Company, Trustee, of Philadelphia, of the second part, and The Canadian Northern Railway Company, of the third part.

The principal of this certificate shall be payable on the first day of _____, A. D. 19____, upon the surrender hereof at the office of Girard Trust Company, in the City of Philadelphia, and in the meantime dividends thereon will be payable upon surrender of the dividend warrants attached hereto. Both principal and dividends are payable in gold coin of the United States at the office of Girard Trust Company, in the City of Philadelphia, but only from and out of the rentals when paid as provided for in a lease of certain railroad equipment and rolling stock made by The Imperial Rolling Stock Company, Limited, to The Canadian Northern Railway Company, bearing date the first day of March, 1913, and assigned by The Imperial Rolling Stock Company, Limited, by assignment bearing date the first day of March, 1913, to said Trustee, which rentals are payable to the Trustee for the benefit of the holders of this and other certificates amounting at par to four million dollars (\$4,000,000), to which agreement and lease reference is hereby made for a statement of the rights of the holders of such certificates.

The holder of this certificate may have the same registered on the books of the Trustee, which registration shall be noted on the back hereof, and thereafter the principal shall be transferred only upon the said books by the registered holder, or by his duly authorized representative, unless the same shall have been transferred to bearer, in which case the principal shall be payable to the bearer hereof; the dividend warrants being always payable to bearer.

Witness the corporate seal of the Trustee, attested at Philadelphia this day of , 1913.

GIRARD TRUST COMPANY, TRUSTEE.

By

President.

ATTEST:

Secretary.

The said certificates shall have dividend warrants thereto attached in general form as follows, to wit:—

Due to the bearer hereof on the first day of , 19 , on surrender hereof at the office of Girard Trust Company, at Philadelphia, the sum of twenty-two and 50-100 dollars, being semi-annual dividend on certificate No. of the Canadian Northern Railway Equipment Trust, Series F-1, 1913, payable only out of rentals under the lease referred to in the said certificate.

GIRARD TRUST COMPANY, TRUSTEE.

Treasurer.

The fac-simile signature of the Treasurer or other officer of the Trustee may be engraved or printed upon said warrants.

The Railway Company agrees to endorse upon each of said certificates its guarantee of the prompt payment to the Trustee of the principal thereof and of the dividends thereon, which guarantee shall be substantially in the following form:

(Form of Guaranty)

"The Canadian Northern Railway Company for a valuable consideration hereby guarantees the prompt payment by it to the Trustee of the principal of the within certificate and of the dividends thereon according to the terms of said certificate and the dividend warrants thereunto attached."

The said guaranty may be signed by the Secretary or Assistant Secretary, or other officer of the Railway Company as its Directors may by resolution authorize.

The said certificates shall be numbered consecutively from 1 to 4000, both inclusive, and by the terms thereof the principal thereof shall be payable as follows:

1 to 210, both inclusive, on the first day of March, 1914
 211 to 420, both inclusive, on the first day of Sept., 1914
 421 to 630, both inclusive, on the first day of March, 1915
 631 to 840, both inclusive, on the first day of Sept., 1915
 841 to 1050, both inclusive, on the first day of March, 1916
 1051 to 1260, both inclusive, on the first day of Sept., 1916
 1261 to 1470, both inclusive, on the first day of March, 1917
 1471 to 1680, both inclusive, on the first day of Sept., 1917
 1681 to 1890, both inclusive, on the first day of March, 1918
 1891 to 2100, both inclusive, on the first day of Sept., 1918
 2101 to 2310, both inclusive, on the first day of March, 1919
 2311 to 2520, both inclusive, on the first day of Sept., 1919
 2521 to 2730, both inclusive, on the first day of March, 1920
 2731 to 2940, both inclusive, on the first day of Sept., 1920
 2941 to 3150, both inclusive, on the first day of March, 1921
 3151 to 3360, both inclusive, on the first day of Sept., 1921
 3361 to 3570, both inclusive, on the first day of March, 1922
 3571 to 3780, both inclusive, on the first day of Sept., 1922
 3781 to 4000, both inclusive, on the first day of March, 1923

Until definitive certificates as herein provided for are delivered, the Trustee will deliver to the several subscribers temporary certificates substantially of the tenor of the certificates hereinbefore described, except that no dividend warrants shall be attached thereto, for the amount of one thousand dollars (\$1000) or any multiple thereof, exchangeable upon surrender thereof for definitive certificates.

All dividends on the said certificates shall cease when the principal thereof shall have become due.

Third: The Trustee agrees to keep at its office in the City of Philadelphia a register in which the holders of any such certificates may have the same registered as therein provided.

Fourth: The Trustee, as assignee of The Car Company, lessor, further covenants to perform and, so far as possible, to enforce the performance of all and singular the terms, conditions, and covenants of the said lease and to apply and distribute the rentals thereunder when and as the same shall be received, for the following purposes, to wit:—

(a) To the payment of such necessary and reasonable expenses of the Trust connected with the said railroad equipment as are usual in cases of trust estates.

(b) To the payment of any taxes upon the income or property of the trust which it may by law be required to pay and any tax which may by law be deductible from the principal of said certificates or the dividends thereon.

(c) To the payment of the dividend warrants attached to the said certificates when and as the same shall become payable.

(d) To the payment and redemption of the principal of the said certificates when and as the same shall become payable.

The said warrants and certificates shall be cancelled upon payment thereof.

Fifth: The Railway Company covenants to keep the said railroad equipment and rolling stock insured in some incorporated insurance company or companies of good standing, to be approved of by the Trustee, in the name of the Trustee, or of the Railway Company, to amounts which will, in the opinion of the Railway Company and of the Trustee, reasonably protect the same against loss or damage by fire, and in the event of any loss of the said property or part thereof by fire, all moneys payable from time to time by the insurance company or companies in respect of such loss or losses, shall be expended in repairing or rebuilding the railroad equipment and rolling stock damaged or destroyed, or in purchasing new railroad equipment and rolling stock in lieu thereof, but in the event of the said insurance moneys or any part thereof not being required in repairing or rebuilding, or in purchasing new railroad equipment and rolling stock as aforesaid, then the same may be used in such manner as the Board of Directors of the Railway Company may declare by resolution, concurred in by the Trustee, in writing; and it is agreed that the Trustee may effect any insurance and pay any insurance premium and in such case, and whenever the same shall happen, the Railway Company covenants and agrees to immediately pay and reimburse the Trustee for such premium or premiums, together with interest thereon from the date of payment by the Trustee, but the default of the Railway Company to insure or to keep insured shall entail no liability on the part of the Trustee, nor cast on it any duty to insure.

Sixth: The Railway Company assents to the assignment herein contained by The Imperial Rolling Stock Company, Limited, to Girard Trust Company, Trustee, for the benefit of the subscribers to The Canadian Northern Railway Equipment Trust, Series F-1, 1913, and does hereby accept and become bound by all the terms of this agreement,

and covenants to make payment of the reasonable expenses of the said Trustee and of all taxes hereinbefore mentioned for which the Trustee may be liable or may by law be required to deduct from the principal of the said certificates or the dividends thereon.

Seventh: In case the Railway Company shall at any time make default in the payment of any part of the rental in said lease reserved, for more than thirty (30) days after the same shall have become due and payable, or shall, for more than thirty (30) days after the Trustee shall have demanded performance thereof, fail or refuse to keep and perform any of the terms and covenants of the said lease or of this agreement, the Trustee may in its discretion, and shall, at the request of the holders of a majority in amount of said certificates then outstanding, declare the principal of all of said certificates hereby intended to be secured to be due and payable, and thereupon the same shall immediately become due and payable, and thereupon the Trustee shall have the right to enforce all of the terms and stipulations of said lease, and in case the Trustee shall retake possession of said railroad equipment or rolling stock, it may either hold or lease or dispose of the same, or so much thereof as it may deem necessary, in such manner, at public or private sale, for cash or upon credit, as the Trustee may deem most beneficial; and the proceeds of such lease or sale shall be applied by the Trustee to the payment, after deducting the expenses of the trust and of taxes which the Trustee may by law be required to pay in respect to the trust property or the certificates aforesaid or the dividends thereon:

- (1) Of the dividend warrants then due, and
- (2) Of the principal of all of the then outstanding certificates, whether the same shall have then matured by their terms or not, in full, if such proceeds shall be sufficient, and if not, then pro rata.
- (3) The surplus, if any, to the Railway Company, its successors or assigns.

And such retaking possession of the said equipment by the Trustee shall not be a bar to the recovery by the Trustee from the Railway Company of future accruing rent until such sum shall have been realized, as, with the proceeds of the sale of said equipment shall be sufficient for the payment in full of all taxes and expenses as aforesaid, together with accrued dividend warrants and the principal of all the said certificates.

Eighth: In the event of default by the Railway Company, as aforesaid, if it be thought necessary or convenient for the purpose of enforcing all the terms and stipulations of this agreement and said lease under the laws and statutes of the Dominion of Canada and of the several Provinces thereof, the Trustee may in its discretion, and upon request of the holders of a majority in amount of said certificates then outstanding shall assign, transfer and deliver this agreement and said lease and all its right, title and interest in and to said equipment and rolling stock and all moneys, muniments of title and other property in its hands belonging to the Trust, to National Trust Company, Limited, of Toronto, Canada, or to any other Trust Company doing business in the Province of Ontario, to be chosen by the holders of a majority in amount of said certificates then outstanding, which company, upon accepting the Trust, shall thereupon become substituted Trustee and shall succeed to all the rights and remedies and be subject to the stipulations and covenants of the Trustee hereunder; and the Railway Company hereby consents to such assignment and substitution of Trustee, and agrees to pay all expenses incidental thereto.

Ninth: It is the intention of the parties to this agreement and to the lease hereto attached to enter into and execute said agreement and lease in accordance with the Statute of the Dominion of Canada, 6 & 7 Edward VII, Chapter 38, to the end that said Lease may be deposited or filed thereunder and the Railway Company agrees to

so deposit or file the same, and to record the same in such States or Territories of the United States and to perform any other act required by law as may be necessary to protect the Trustee's title.

Tenth: The Trustee shall not be liable or responsible for any matter or thing herein other than its own willful or gross neglect. It shall not be required to undertake any act or duty in the way of taking care of or taking possession of said railroad equipment and rolling stock until it shall be fully secured and indemnified by the holders of said certificates against all liability for costs, charges and expenses. No duty of insurance or of repairing or taking care of any of the trust property is incumbent upon it, nor shall it be responsible for the recording of this agreement or of the lease herein referred to.

Eleventh: The Trustee shall be under no obligation to take any action for the execution or enforcement of any of the trusts hereby created unless requested thereunto in writing by the holders of not less than a majority in amount of the then outstanding certificates issued hereunder and upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with proof satisfactory to it as to the ownership of said certificates and warrants in respect to which any notice or request may be made; but neither any such request or this provision therefor shall affect any discretion herein elsewhere specifically given to the Trustee to take action without such request.

In order to facilitate the filing of this agreement, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be the original, and such counterparts shall together constitute but one and the same instrument.

In witness whereof, the parties hereto have caused these presents to be signed in their names by their respective

presidents or vice-presidents or other officers duly authorized and sealed with their corporate seals, attested by their secretaries, or assistant-secretaries.

THE IMPERIAL ROLLING STOCK COMPANY, LIMITED.

D. B. HANNA,
Vice-President.

{ SEAL
The Imperial Rolling Stock
Company, Limited }

WM. A. BENNETT,
Assistant-Secretary.

Signed, sealed and delivered
by The Imperial Rolling Stock
Company, Limited, in the presence of

JOHN W. MITCHELL,
E. LEGASSIC.

GIRARD TRUST COMPANY,

By C. J. RHOADS,
Vice-President.

{ SEAL
Girard Trust Company }

ATTEST:

S. S. PAGE,
Secretary.

Signed, sealed and delivered
by Girard Trust Company in
the presence of

F. A. EVANS,
WILLIAM J. DICKSON.

THE CANADIAN NORTHERN RAILWAY COMPANY,

By

D. B. HANNA,

Third Vice-President.

{ SEAL
The Canadian Northern Rail-
way Company }

R. P. ORMSBY,

Assistant Secretary.

Signed, sealed and delivered
by the Canadian Northern
Railway Company in the pres-
ence of

JOHN W. MITCHELL,
E. LEGASSIC.

PROVINCE OF ONTARIO, }
CITY OF TORONTO, } ss.

I, Alexander Bruce, of the city of Toronto, in the Province of Ontario, a Notary Public by royal authority, duly appointed, do hereby certify that David Blythe Hanna and William Augustine Bennett, whose names are signed to the foregoing and hereto annexed instrument of writing as vice-president and assistant-secretary, respectively, of The Imperial Rolling Stock Company, Limited, with whom I am personally acquainted, and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to be the vice-president and assistant-secretary, respectively, of The Imperial Rolling Stock Company, Limited, one of the corporations described in, and which executed the said instrument of writing, personally appeared before me this day at my office in said city of Toronto aforesaid, for themselves and on behalf of The Imperial Rolling Stock

Company, Limited, and acknowledged themselves to be the vice-president and assistant-secretary, respectively, of The Imperial Rolling Stock Company, Limited, the within-named bargainee, and, being informed of the contents of the foregoing and annexed instrument of writing, they on this day on oath severally acknowledged the due execution thereof as of the day the same bears date, and further acknowledged that they voluntarily executed, signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed and as the free and voluntary act and deed of The Imperial Rolling Stock Company, Limited, for the uses and purposes therein mentioned and set forth and for the purposes therein contained.

And the said William Augustine Bennett being by me first duly sworn, says that he resides in the city of Toronto, and that he knows the common seal of The Imperial Rolling Stock Company, Limited, and is acquainted with David Blythe Hanna, who is vice-president of said corporation, and that he, the said William Augustine Bennett, is the assistant-secretary of said corporation and saw the vice-president sign the foregoing instrument, and that he, the said William Augustine Bennett, assistant-secretary, as aforesaid, affixed said seal to said instrument by authority of the Board of Directors of said corporation, and that the said William Augustine Bennett signed his name in attestation of the execution of the said instrument in the presence of said vice-president of said corporation, and with like authority of said Board of Directors.

In witness whereof, I have hereunto set my hand and seal of office, at my office in the city of Toronto aforesaid, the fourth day of March, 1913.

ALEX. BRUCE,

{ ———— ^{SEAL} Notary Public, } *Notary Public.*
U. C.

My commission expires at my death.

AMERICAN CONSULATE, }
 TORONTO, CANADA, } ss.

On this fourth day of March, 1913, before me, the subscriber, David S. Tovell, Vice-Consul of the United States of America, at Toronto, Canada, appeared David Blythe Hanna, to me personally known, who, being by me duly sworn, did say that he is the vice-president of The Imperial Rolling Stock Company, Limited; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said David Blythe Hanna acknowledges said instrument to be the free act and deed of said corporation.

D. S. TOVELL,
Vice-Consul of the United States of America,
Toronto, Canada.

{ SEAL
 American Consulate, Toronto, }
 Canada }
 { American Consular Service, }
 \$2 Fee Stamp }
 { American Consulate, _____, }
 1913, Toronto, Canada }
 Fee No. 133 }

AMERICAN CONSULATE, }
 TORONTO, CANADA. } ss.

On the fourth day of March, 1913, at my office in the city of Toronto, personally appeared before me, David S. Tovell at Toronto, Canada, duly and regularly appointed, commissioned, and qualified, John W. Mitchell, to me known, and known to me to be one of the subscribing witnesses to the foregoing instrument of writing, and made oath that he saw the within-named David Blythe Hanna and William Augustine Bennett sign, seal and deliver the foregoing instrument, as vice-president and assistant secretary, respectively, of **The Imperial Rolling Stock Company, Limited**, as and for their act and deed and as and for the act and deed of the Imperial Rolling Stock Company, Limited, and that he, with Edward Legassic, witnesses the due execution thereof as of the day of the date thereof.

Sworn to and subscribed before me this fourth day of March, 1913.

D. S. TOVELL,
Vice-Consul of the United States of America,

In Witness Whereof, I have hereunto set my hand and official seal the day and year first above written.

Consul of the United States of America,
Toronto, Canada.

{ SEAL
 American Consulate, Toronto, }
 Ontario }
 { American Consular Service, }
 \$2 Fee Stamp }
 { American Consulate, _____, }
 1913, Toronto, Canada }
 Fee No. 134 }

STATE OF PENNSYLVANIA, }
COUNTY OF PHILADELPHIA, } ss.:

I, William J. Dickson, a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that C. J. Rhoads and E. S. Page, whose names are signed to the foregoing and hereto annexed instrument of writing as vice-president and secretary, respectively, of Girard Trust Company, with whom I am personally acquainted, and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to be the vice-president and secretary, respectively, of Girard Trust Company, one of the corporations described in, and which executed the said instrument of writing, personally appeared before me this day at my office in said County and Commonwealth aforesaid, for themselves and on behalf of Girard Trust Company, and acknowledged themselves to be the vice-president and secretary, respectively, of Girard Trust Company, the within-named bargainee, and, being informed of the contents of the foregoing and annexed instrument of writing, they on this day, on oath, severally acknowledged the due execution thereof as of the day the same bears date, and further acknowledged that they voluntarily executed, signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed and as the free and voluntary act and deed of Girard Trust Company for the uses and purposes therein mentioned and set forth and for the purposes therein contained.

And the said E. S. Page, being by me first duly sworn, says that he resides in the city of Philadelphia, and that he knows the common seal of Girard Trust Company, and is acquainted with C. J. Rhoads, who is vice-president of said corporation, and that he, the said E. S. Page, is the secretary of said corporation, and saw the vice-president sign the foregoing instrument, and that he, the said sec-

retary as aforesaid, affixed said seal to said instrument and that the said E. S. Page signed his name in attestation of the execution of the said instrument in the presence of said vice-president and said corporation.

In witness whereof, I have hereunto set my hand and seal of office, at my office in the County and Commonwealth aforesaid, the first day of March, 1913.

WILLIAM J. DICKSON,
Notary Public.

{ ——— ^{SEAL}
Notary Public,
Philadelphia, Pa. }

My commission expires February 21, 1915.

COMMONWEALTH OF PENNSYLVANIA, }
COUNTY OF PHILADELPHIA, } *ss.*

On the first day of March, 1913, at my office in the Commonwealth and County aforesaid, personally appeared before me William J. Dickson, a Notary Public in and for the County and Commonwealth aforesaid, duly and regularly appointed, commissioned and qualified, F. A. Evans, affirmation that he saw the within-named C. J. Rhoads and E. S. Page sign, seal and deliver the foregoing instrument, as vice-president and secretary, respectively, of **Girard Trust Company**, as and for their act and deed, and as and for the act and deed of Girard Trust Company, and that he, with William J. Dickson, witnesses the due execution thereof as of the day and of the date thereof.

Affirmed to and subscribed before me this first day of March, 1913.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

WILLIAM J. DICKSON,
Notary Public.

{ ———— ^{SEAL} Notary Public, }
Philadelphia, Pa.

My commission expires February 21, 1915.

STATE OF PENNSYLVANIA, }
COUNTY OF PHILADELPHIA, } ss.

I, Henry F. Walton, Prothonotary of the County of Philadelphia and Clerk of the Courts of Common Pleas of said County, which are Courts of Record having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following certificate, do certify that William J. Dickson, Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, was at the time of such acknowledgment a Notary Public for the Commonwealth of Pennsylvania, residing in the county aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments to be recorded in said State of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said Notary Public and verily believe his signature thereto is genuine, and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this first day of March, in the year of our Lord one thousand nine hundred and thirteen (1913).

HENRY F. WALTON,
Prothonotary.

{ SEAL
Court of Common Pleas,
Philadelphia, Pa. }

PROVINCE OF ONTARIO, }
CITY OF TORONTO, } ss.

I, Alexander Bruce, of the city of Toronto, in the Province of Ontario, a Notary Public by royal authority, duly appointed, do hereby certify that David Blythe Hanna and Robert Phipps Ormsby, whose names are signed to the foregoing and herein annexed instrument of writing as vice-president and assistant secretary, respectively, of The Canadian Northern Railway Company, with whom I am personally acquainted, and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to be the vice-president and assistant secretary, respectively, of The Canadian Northern Railway Company, one of the corporations described in, and which executed the said instrument of writing, personally appeared before me this day, at my office in said city of Toronto, for themselves and on behalf of The Canadian Northern Railway Company, and acknowledged themselves to be the vice-president and assistant secretary, respectively, of The Canadian Northern Railway Company, the within-named bargainor, and, being informed of the contents of the foregoing and annexed instrument of writing, they on this day, on oath, severally acknowledged the due execution thereof as of the day the same bears date, and further acknowledged that they voluntarily executed,

signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of The Canadian Northern Railway Company for the uses and purposes therein mentioned and set forth and for the purposes therein contained.

And the said Robert Phipps Ormsby being by me first duly sworn, says that he resides in the city of Toronto, and that he knows the common seal of The Canadian Northern Railway Company, and is acquainted with David Blythe Hanna, who is vice-president of said corporation, and that he, the said Robert Phipps Ormsby, is the assistant secretary of said corporation, and saw the vice-president sign the foregoing instrument, and that he, the said Robert Phipps Ormsby, assistant secretary as aforesaid, affixed said seal to said instrument by authority of the Board of Directors of said corporation, and that the said Robert Phipps Ormsby signed his name in attestation of the execution of the said instrument in the presence of said vice-president of said corporation, and with like authority of said Board of Directors.

In witness whereof, I have hereunto set my hand and seal of office, at my office in the city of Toronto aforesaid, the fourth day of March, 1913.

ALEX. BRUCE,
Notary Public.

{ ———— SEAL
—————, Notary Public, }
U. C.

My commission expires at my death.

AMERICAN CONSULATE, }
 TORONTO, CANADA. } ss.

On the fourth day of March, 1913, at my office in the city of Toronto aforesaid, personally appeared before me the subscriber, David S. Tovell, Vice-Consul of the United States of America, at Toronto, duly and regularly appointed, commissioned, and qualified, John W. Mitchell, to me known, and known to me to be one of the subscribing witnesses to the foregoing instrument of writing, and made oath that he saw the within-named David Blythe Hanna and Robert Phipps Ormsby sign, seal and deliver the foregoing instrument, as vice-president and assistant secretary, respectively, of **The Canadian Northern Railway Company**, as and for their act and deed and as and for the act and deed of The Canadian Northern Railway Company, and that he, the said John W. Mitchell, witnesses the due execution thereof as of the day and of the date thereof.

Sworn to and subscribed before me this fourth day of March, 1913.

In Witness Whereof, I have hereunto set my hand and official seal the day and year first above written.

D. S. TOVELL,
Vice-Consul of the United States of America,
Toronto, Canada.

{ SEAL
 American Consular Service,
 Ontario }

{ American Consulate, Toronto, }
 \$2 Fee Stamp

{ American Consulate, _____, }
 1913, Toronto, Canada
 Fee No. 135 }

This Lease and Agreement, made this first day of March, one thousand nine hundred and thirteen (1913), between THE IMPERIAL ROLLING STOCK COMPANY, LIMITED, a corporation of the Province of Ontario, Dominion of Canada, (hereinafter called the Lessor), party of the first part, and THE CANADIAN NORTHERN RAILWAY COMPANY, a corporation of the Dominion of Canada (hereinafter called the Railway Company), party of the second part, WITNESSETH:—

That for and in consideration of the sum of one dollar (\$1.00) paid by the Railway Company to the Lessor as well as of the rents and covenants hereinafter mentioned, the Lessor has let and leased, and by these presents does let and lease to the Railway Company, for the term of ten years from the first day of March, 1913, unless sooner terminated as hereinafter provided, the following described railroad equipment or rolling stock, to wit:—

No. of Items	Description of Equipment	Road Numbers	Name of Builder
650	Box Cars.	69600-70898 Even numbers only, both inclusive.	Canadian Car and Foundry Company, Limited.
350	Box Cars.	71900-72598 Even numbers only, both inclusive.	Canadian Car and Foundry Company, Limited.
500	Box Cars.	70900-71898 Even numbers only, both inclusive.	Nova Scotia Car Works, Limited.
250	Box Cars.	68914-69412 Even numbers only, both inclusive.	National Steel Car Works, Limited.
30	Auto Box Cars.	25240-25298 Even numbers only, both inclusive.	Crossen Car Company, Limited.

200	Steel Underframe Flat Cars.	41701-42099 Odd numbers only, both inclusive.	National Steel Car Works.
500	Flat Cars.	26701-27699 Odd numbers only, both inclusive.	Crossen Car Company, Limited.
300	Hart Convertible Cars.	92921-93519 Odd numbers only, both inclusive.	The Hart Otis Car Company, Limited.
71	Stock Cars.	12350-12490 Even numbers only, both inclusive.	Crossen Car Company, Limited.
20	First Class Coaches.	411-430 Both inclusive.	Canadian Car and Foundry Company, Limited.
5	Baggage Cars.	2016-2020 Both inclusive.	Canadian Car and Foundry Company, Limited.
2	Snow Plows.	7328-7329 Both inclusive.	Canadian Car and Foundry Company, Limited.
30	Light 10-wheel Locomotives.	1131-1160 Both inclusive.	Montreal Locomotive Works, Limited.
30	Heavy 10-wheel Locomotives.	1161-1165 Both inclusive. 1385-1409 Both inclusive.	Montreal Locomotive Works, Limited.
20	Consolidation Locomotives.	2155-2174 Both inclusive.	Canadian Locomotive Company, Limited.
10	Consolidation Locomotives.	2420-2429 Both inclusive.	Canada Foundry Company, Limited.

which said equipment or rolling stock shall be delivered to the Railway Company by the Lessor as they shall from time to time be received by the Lessor from the builders, at and for the rent hereinafter set out, and upon the terms, conditions and covenants following, to wit:—

First: That the Railway Company shall and will pay to the Lessor or its assigns, at the office of Girard Trust Company, in the City of Philadelphia, Pennsylvania (except as to the initial cash payment of \$1,333,606, which shall be paid direct to the Lessor), as rent and hire for the said railroad equipment and rolling stock:

I. Upon demand on or after March 1st, 1913, a cash payment of one million three hundred thirty-three thousand six hundred and six dollars (\$1,333,606).

II. Half-yearly, on the last day of August and the last day of February, the first payment to be made on the thirty-first day of August, 1913:

(a) A sum of money equal to two and one-quarter per centum of four million dollars (\$4,000,000), which sum thus paid shall be reduced from time to time by an amount equal to two and one-quarter per centum on such sums as the Railway Company shall pay to the Lessor or its assigns to be applied in reduction of said sum of four million dollars (\$4,000,000), as specified in paragraph III of this article.

(b) A sum equal to all reasonable expenses incurred by the Lessor or its assigns in enforcing the covenants and terms of this lease.

(c) A sum equal to the taxes upon the income or property hereby leased which the Lessor or its assigns may be liable to pay, and any taxes which may by law be charged against the Lessor on account of payments of rentals hereunder.

III. Half-yearly, on the last day of February and the last day of August in each year, beginning with the twenty-eighth day of February, 1914, the following sums of money respectively:—

On the twenty-eighth day of February, 1914...	\$210,000
On the thirty-first day of August, 1914.....	210,000
On the twenty-eighth day of February, 1915...	210,000

On the thirty-first day of August, 1915.....	210,000
On the twenty-ninth day of February, 1916....	210,000
On the thirty-first day of August, 1916.....	210,000
On the twenty-eighth day of February, 1917...	210,000
On the thirty-first day of August, 1917.....	210,000
On the twenty-eighth day of February, 1918...	210,000
On the thirty-first day of August, 1918.....	210,000
On the twenty-eighth day of February, 1919...	210,000
On the thirty-first day of August, 1919.....	210,000
On the twenty-ninth day of February, 1920....	210,000
On the thirty-first day of August, 1920.....	210,000
On the twenty-eighth day of February, 1921...	210,000
On the thirty-first day of August, 1921.....	210,000
On the twenty-eighth day of February, 1922...	210,000
On the thirty-first day of August, 1922.....	210,000
On the twenty-eighth day of February, 1923...	220,000
	<hr/>
	\$4,000,000

All such payments shall be made in gold coin of the United States of America, of the present standard of weight and fineness.

Second: The Railway Company covenants and agrees with the Lessor, in addition to its agreement to pay the said rent on the days and in the manner above provided, to keep and maintain at its own expense the said railroad equipment or rolling stock in good order and repair and to cause the said railroad equipment or rolling stock to be kept numbered as hereinbefore mentioned, and all of said railroad equipment or rolling stock and any and all replacements thereof to be plainly marked upon both sides thereof with the words:

Girard Trust Company, Trustee, Owner and Lessor, Philadelphia, Penna., Series F-1, 1913.

and that it, said Railway Company, will at its own cost, promptly replace any of said railroad equipment or rolling stock which may be destroyed from any cause whatever during the continuance of this lease, by other railroad equipment or rolling stock of equal value as that destroyed, and of substantially as good material, character and construction; and that it, said Railway Company, will not allow the name of any person, association or corporation to be placed on any of said railroad equipment or rolling stock as a designation which might be interpreted as a claim of ownership thereof, except as herein before recited: *Provided*, however, that the Railway Company may cause said railroad equipment or rolling stock, and every item thereof, to be lettered "The Canadian Northern Railway Company, Lessee."

Third: The Railway Company further covenants and agrees to furnish to the Lessor or its assigns, once in every year during the continuance of this lease, an accurate inventory of the said railroad equipment or rolling stock in actual service, the numbers and description of such as may have been destroyed and of those replacing the same, the numbers of those repaired during the preceding year, and the numbers of those at the date of such statement undergoing repair or in the shops for repair, and that the Lessor or its assigns shall have the right to inspect the said railroad equipment or rolling stock during the continuance of this lease by an agent or agents to be appointed by said Lessor or its assigns, whose reasonable compensation, however, shall be paid by said Railway Company.

The Railway Company will indemnify and protect the Trustee in the use of any and all patented inventions employed in and about said railroad equipment and will comply with all lawful requirements as to the use of air-brakes and other appliances with respect to said railroad equipment.

Fourth: The Railway Company further covenants that there shall be no assignment or transfer of its rights or interest in said railroad equipment or rolling stock under this lease, nor any underletting of said leased property, without the consent of the Lessor or its assigns endorsed hereon; and that the Lessor or its assigns shall have the right to declare this lease terminated in case of any unauthorized sale or transfer thereof, and a transfer by bankruptcy or under judicial process shall be deemed a breach of this covenant; and the election of the Lessor or its assigns to terminate this lease under this clause shall have the same effect as the retaking of said railroad equipment and rolling stock by the Lessor or its assigns, as hereinafter provided.

Fifth: That, in case the Railway Company shall make default in the payment of any part of said rental for more than thirty (30) days after the same shall have become payable, or shall, for more than thirty (30) days after the Lessor or its assigns shall have demanded performance thereof, fail or refuse to perform any of the other covenants herein contained to be performed on its part, the Lessor or its assigns may declare this lease terminated; and thereupon all instalments of rents reserved hereunder, whether said instalments shall then have fallen due or not, shall at once become forthwith due and payable, and the Lessor or its assigns may, by an agent or agents to be appointed for the purpose, enter upon the railroad or premises whereupon or wherein said railroad equipment or rolling stock may be, and may retake the said railroad equipment or rolling stock and withdraw the same from said railroad or premises.

Sixth: That in case such retaking is had or rightfully demanded by the Lessor or its assigns in pursuance of this lease, the Railway Company will, at its own expense, forthwith and in the usual manner and at the usual speed of freight trains, draw, or cause to be drawn, said railroad

equipment or rolling stock to such points on its railroad as shall be designated by the Lessor or its assigns, and will there deliver the same to the Lessor or its assigns; and it is hereby expressly covenanted between the Lessor and said Railway Company that performance of this covenant as herein set forth is of the essence of the contract between the parties and that upon application to any court of equity having jurisdiction in the premises, the said Lessor or its assigns shall be entitled to a decree against the Railway Company requiring specific performance hereof.

Seventh: The Lessor hereby covenants and agrees with the Railway Company that when it, the Railway Company, shall have fully paid all the rents which it has herein covenanted to pay, the Lessor or its assigns shall and will, upon payment by the Railway Company to the Lessor, or its assigns, of the additional sum of One Dollar (\$1), sell, assign and transfer to the Railway Company, its successors and assigns as its absolute property all the railroad equipment and rolling stock held under this lease, and evidence such sale and transfer by a proper bill of sale so that thereupon the absolute ownership in said equipment and rolling stock shall be and become vested in the Railway Company, its successors and assigns: *Provided*, however, and it is hereby understood, that it is the intention of the Lessor, forthwith, upon the execution of this instrument, to assign, transfer and set over unto Girard Trust Company, of Philadelphia, as Trustee, all the Lessor's right, title and interest in and to said equipment and rolling stock hereby leased unto the Railway Company, and as well all of the Lessor's claims, demands and remedies under this lease accruing or to accrue, and that any bill of sale of said equipment and rolling stock or any part thereof at any time hereafter executed by said Girard Trust Company, as Trustee, or any duly appointed successor Trustee, and delivered unto the Railway Company, its successors or assigns, as in pursuance of the terms of this instrument, shall operate in all

respects to vest as good title in and to the equipment and rolling stock intended to be covered thereby as if the same had been so executed and delivered by the Lessor.

In order to facilitate the filing of this lease, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be the original, and such counterparts shall together constitute but one and the same instrument.

In Witness Whereof, the parties hereto have caused these presents to be signed in their names by their respective presidents or vice-presidents and sealed with their corporate seals, attested by their secretaries, or assistant secretaries.

THE IMPERIAL ROLLING STOCK COMPANY, LIMITED,

By

D. B. HANNA,
Vice-President.

WM. A. BENNETT,
Assistant Secretary.

{ SEAL
The Imperial Rolling Stock
Company, Limited }

Signed, sealed and delivered
by The Imperial Rolling Stock
Company, Limited, in the pres-
ence of

JOHN W. MITCHELL,
E. LEGASSIC.

THE CANADIAN NORTHERN RAILWAY COMPANY,

By

SEAL
 { The Canadian Northern Rail- }
 way Company

D. B. HANNA,
Vice-President.

R. P. ORMSBY,
Assistant Secretary.

Signed, sealed and delivered
 by The Canadian Northern
 Railway Company in the pres-
 ence of

JOHN W. MITCHELL,
 E. LEGASSIC.

PROVINCE OF ONTARIO, }
 CITY OF TORONTO, } ss.

I, Alexander Bruce, of the city of Toronto, in the Province of Ontario, a Notary Public for the said Province by royal authority, duly appointed, do hereby certify that David Blythe Hanna and William Augustine Bennett whose names are signed to the foregoing and hereto annexed instrument of writing as vice-president and assistant secretary, respectively, of The Imperial Rolling Stock Company, Limited, with whom I am personally acquainted, and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to be the vice-president and assistant secretary, respectively, of The Imperial Rolling Stock Company, Limited, one of the corporations described in, and which executed the said instrument of writing, personally appeared before me this day at my office in said city of Toronto aforesaid, for themselves and on behalf of The Imperial Rolling Stock Company, Limited, and acknowledged themselves to be the vice-president and assistant secretary, respectively, of The

Imperial Rolling Stock Company, Limited, the within-named bargainee, and, being informed of the contents of the foregoing and annexed instrument of writing, they on this day, on oath, severally acknowledged the due execution thereof as of the day the same bears date, and further acknowledged that they voluntarily executed, signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed and as the free and voluntary act and deed of The Imperial Rolling Stock Company, Limited, for the uses and purposes therein mentioned and set forth and for the purposes therein contained.

And the said William Augustine Bennett being by me first duly sworn, says that he resides in the city of Toronto, and that he knows the common seal of The Imperial Rolling Stock Company, Limited, and is acquainted with David Blythe Hanna, who is vice-president of said corporation, and that he, the said William Augustine Bennett is the assistant secretary of said corporation, and saw the vice-president sign the foregoing instrument, and that he, the said assistant secretary as aforesaid, affixed said seal to said instrument by authority of the Board of Directors of said corporation, and that the said William Augustine Bennett signed his name in attestation of the execution of the said instrument in the presence of said vice-president of said corporation, and with like authority of said Board of Directors.

In witness whereof, I have hereunto set my hand and seal of office, at my office in the city of Toronto aforesaid, the fourth day of March, 1913.

ALEX. BRUCE,
Notary Public.

{ ———— SEAL
————, Notary Public,
U. C. }

My commission expires at my death.

AMERICAN CONSULATE, }
 TORONTO, CANADA, } ss.

On the fourth day of March, 1913, before me, the subscriber, David S. Tovell, Vice-Consul of the United States of America, at Toronto, Canada, appeared David Blythe Hanna, to me personally known, who, being by me duly sworn, did say that he is the vice-president of The Imperial Rolling Stock Company, Limited; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said David Blythe Hanna, acknowledges said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal the day and year first above written.

D. S. TOVELL,
Vice-Consul of the United States of America,
Toronto, Canada.

{ SEAL
 American Consulate, Toronto, }
 Ontario }

{ American Consular Service, }
 \$2 Fee Stamp }

{ American Consulate, _____, }
 1913, Toronto, Canada }
 Fee No. 136 }

AMERICAN CONSULATE, }
 TORONTO, CANADA. } ss.

On the fourth day of March, 1913, at my office in the city of Toronto, personally appeared before me, David S. Tovell, Vice-Consul of the United States of America, at Toronto, Canada, duly and regularly appointed, commissioned and qualified, John W. Mitchell, to me known, and known to me to be one of the subscribing witnesses to the fore-

going instrument of writing, and made oath that he saw the within-named David Blythe Hanna and William Augustine Bennett sign, seal and deliver the foregoing instrument, as vice-president and assistant secretary, respectively, of **The Imperial Rolling Stock Company, Limited**, as and for their act and deed, and as and for the act and deed of The Imperial Rolling Stock Company, Limited, and he, with Edward Legassic, witnesses the due execution thereof as of the day of the date thereof.

Sworn to and subscribed before me this fourth day of March, 1913.

In Witness Whereof, I have hereunto set my hand and official seal the day and year first above written.

D. S. TOVELL,
*Vice-Consul of the United States of America,
Toronto, Canada.*

{ American SEAL
Consulate, Toronto, }
Ontario

{ American Consular Service, }
\$2 Fee Stamp

{ American Consulate, _____, }
1913, Toronto, Canada
Fee No. 137

PROVINCE OF ONTARIO, }
CITY OF TORONTO, } ss.

I, Alexander Bruce, of the city of Toronto, a Notary Public for the Province of Ontario, by royal authority, duly appointed, do hereby certify that David Blythe Hanna and Robert Phipps Ormsby, whose names are signed to the foregoing and hereto annexed instrument of writing, as vice-president and assistant secretary, respectively, of The

Canadian Northern Railway Company, with whom I am personally acquainted, and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to be the vice-president and assistant secretary, respectively, of The Canadian Northern Railway Company, one of the corporations described in, and which executed the said instrument of writing, personally appeared before me this day, at my office in said city of Toronto, for themselves and on behalf of The Canadian Northern Railway Company, and acknowledged themselves to be the vice-president and assistant secretary, respectively, of The Canadian Northern Railway Company, the within-named bargainor, and, being informed of the contents of the foregoing annexed instrument of writing, they on this day, on oath, severally acknowledged the due execution thereof as of the day the same bears date, and further acknowledged that they voluntarily executed, signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed and as the free and voluntary act and deed of The Canadian Northern Railway Company for the uses and purposes therein mentioned and set forth and for the purposes therein contained.

And the said Robert Phipps Ormsby being by me first duly sworn, says that he resides in the city of Toronto, and that he knows the common seal of The Canadian Northern Railway Company, and is acquainted with David Blythe Hanna, who is vice-president of said corporation, and that he, the said Robert Phipps Ormsby, is the assistant secretary of said corporation, and saw the vice-president sign the foregoing instrument, and that he, the said Robert Phipps Ormsby, assistant secretary as aforesaid, affixed said seal to said instrument by authority of the Board of Directors of said corporation, and that the said Robert Phipps Ormsby signed his name in attestation of the execution of the said instrument in the presence of said vice-president of said corporation, and with like authority of said Board of Directors.

In witness whereof, I have hereunto set my hand and seal of office, at my office in the city of Toronto aforesaid, the fourth day of March, 1913.

ALEX. BRUCE,
Notary Public.

{ ————— SEAL
Notary Public,
U. C. }

My commission expires at my death.

AMERICAN CONSULATE, } ss.
TORONTO, CANADA.

On this fourth day of March, 1913, before me, the subscriber, David S. Tovell, Vice-Consul of the United States of America, at Toronto, Canada, appeared David Blythe Hanna, to me personally known, who, being by me duly sworn, did say that he is the vice-president of The Canadian Northern Railway Company; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said David Blythe Hanna, acknowledges said instrument to be the free act and deed of said corporation.

D. S. TOVELL,
Vice-Consul of the United States of America,
Toronto, Canada.

{ American SEAL
Consulate, Toronto, }
Ontario

{ American Consular Service, }
\$2 Fee Stamp

{ American Consulate, ———, }
1913, Toronto, Canada
Fee No. 138

AMERICAN CONSULATE, }
 TORONTO, CANADA. } ss.

On the fourth day of March, 1913, at my office in the city of Toronto aforesaid, personally appeared before me, the subscriber, David S. Tovell, Vice-Consul of the United States of America, at Toronto, duly and regularly appointed, commissioned, and qualified, John W. Mitchell, to me known, and known to me to be one of the subscribing witnesses to the foregoing instrument of writing, and made oath that he saw the within-named David Blythe Hanna and Robert Phipps Ormsby sign, seal and deliver the foregoing instrument, as vice-president and assistant secretary, respectively, of **The Canadian Northern Railway Company**, as and for their act and deed, and as and for the act and deed of The Canadian Northern Railway Company, and that he, with Edward Legassic, witnesses the due execution as of the day of the date thereof.

Sworn to and subscribed before me this fourth day of March, 1913.

In Witness Whereof I have hereunto set my hand and official seal the day and year first above written.

D. S. TOVELL,
Vice-Consul of the United States of America,
Toronto, Canada.

{ SEAL
 American Consulate, Toronto, }
 Ontario }
 { American Consular Service, }
 \$2 Fee Stamp }
 { American Consulate, ——— }
 1913, Toronto, Canada }
 Fee No. 139 }

Recorded in the office for recording of deeds in and for the City and County of Philadelphia in Mortgage Book E. L. T. No. 380, page 171.

Witness my hand and seal of office this fifth day of March, Anno Domini 1913.

JOSEPH K. FLETCHER,
Deputy Recorder of Deeds.

{ SEAL
Inrollment Office for City and
County of Philadelphia }

I hereby certify that a duplicate original of this Lease and Agreement was duly deposited in the Department of the Secretary of State of Canada on the fifth day of March, 1913.

THOMAS MULVEY,
Under-Secretary of State.

{ SEAL
Department of the Secretary
of State _____, 1913
Canada }

STATE OF MINNESOTA.

DEPARTMENT OF STATE.

I hereby certify that the within instrument was filed for record in this office on the seventeenth day of March, A. D. 1913, at 5 oclock P. M., and was duly recorded in Book 13, Gen. R. R. Records, on page —.

JULIUS A. SCHMAHL,
Secretary of State.

